

**In The United States District Court
For The Southern District of Texas
Houston Division**

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,**

PLAINTIFF

V.

NATASHA N. RAFIQ, Individually and as Co-Independent Administrator of the Estate of Edith Spossey-Sax, and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, CHRISTOPHER SPOSSEY, Individually and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, BROOKE SPOSSEY, Individually and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, TREY SPOSSEY, Individually and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, and STEVEN L. SAX, Individually and as Co-Independent Administrator of the Estate of Edith Spossey-Sax,

DEFENDANTS

CIVIL ACTION NO.

4:14-CV-03327

DEFENDANT'S ORIGINAL ANSWER

NOW COMES NATASHA N. RAFIQ, in her individual capacity and as Co-Independent Administrator of the Estate of Edith Spossey-Sax and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, CHRISTOPHER SPOSSEY, in his individual capacity and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, BROOKE SPOSSEY, in her individual capacity and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, TREY SPOSSEY in his individual capacity and as Trustee of the Trust of Edith Spossey-Sax dated November 29, 2008, and STEVEN L. SAX, in his individual capacity

and as Co-Independent Administrator of the Estate of Edith Spossey-Sax, named Defendants in the above-entitled and numbered cause, and files this Original Answer, and shows the Court:

GENERAL DENIAL

1. Defendants deny each and every allegation of Plaintiff's Complaint for Declaratory Judgment and/or Relief in Interpleader, and Defendants ask that Plaintiff be required to prove each and every allegation in Plaintiff's Complaint by clear and convincing evidence as is required by the Constitution and Laws of the State of Texas and the United States.

FACTUAL ALLEGATIONS

2. With respect to the Factual Allegations, Defendants admits the following and in all other respects the factual allegations are denied:

3. On or about January 1, 2009, Prudential issued Individual Life Insurance Policy Number L8 363 238 to Edith Spossey-Sax, (the "Insured") which provided coverage on the life of the Insured (the "Policy").

4. By Application for Life Insurance or Policy Change form dated February 2, 2009, the Insured designated Natasha Rafiq, Christopher Spossey, Brooke Spossey and Trey Spossey, as Trustees of the Trust of Edith Spossey-Sax, an irrevocable trust under agreement dated November 29, 2008 (the "November 2008 Trust"). *See Plaintiff's Exhibit A.*

5. The Insured died on April 25, 2014. *See Plaintiff's Exhibit B.*

6. Natasha Rafiq and Steven Sax were appointed Co-Independent Administrators of the Estate of Edith Spossey-Sax. *See Plaintiff's Exhibit D.*

7. As a result of the death of the Insured, Policy death benefits in the amount of Five Million Dollars and Zero Cents (\$5,000,000.00) (the "Death Benefit") became payable to a beneficiary or beneficiaries.

8. The November 2008 Trust document could not be located by the Defendants, Natasha N. Rafiq, Christopher Spossey, Brooke Spossey, Trey Spossey and Steven L. Sax. *See Plaintiff's Exhibit C.*

9. The Defendants were able to locate a handwritten 2011 amendment to the November 2008 Trust (the "Amendment"). *See Plaintiff's Exhibit C, Amendment attached.*

10. Because the original November 2008 Trust document could not be located, in addition to the Insured's marriage subsequent to obtaining the policy and the handwritten Amendment, the Defendants signed a Family Settlement Agreement (the "Agreement") resolving any potential claims between themselves and the estate regarding the insurance proceeds. *See Plaintiff's Exhibit C, Family Settlement Agreement attached.*

11. The Defendants have requested that the Death Benefit be distributed pursuant to the terms of the Agreement in lieu of payment being made to the Trustees of the November 2008 Trust, which is the Policy's beneficiary of record. *See Plaintiff's Exhibit C.*

ADDITIONAL FACTS AND RELIEF REQUESTED

12. Natasha N. Rafiq, Christopher Spossey, Brooke Spossey, and Trey Spossey are the only children of the Insured, and Steven L. Sax was the Insured's husband. The Defendants are the natural objects of the Insured's bounty, the Insured's handwritten Amendment to the Trust agreement indicates that she intended to provide for each of them, in addition to a small education benefit for her nieces. *See Plaintiff's Exhibit C, Amendment attached.*

13. The Defendants are satisfied and have agreed that the Amendment is a valid amendment to the November 2008 Trust, and have entered into a Family Settlement Agreement to this effect. *See Plaintiff's Exhibit C, Family Settlement Agreement attached.* Because the original Trust document cannot be located, the Family Settlement Agreement also states the

manner in which the Death Benefit will be divided between the parties.

14. The Defendants request that Plaintiff distribute the Death Benefit as provided in the Family Settlement Agreement.

PRAYER

Defendants pray the Court, after notice and hearing or trial, enters judgment in favor of Defendants, awards Defendants the costs of court, attorney's fees, and such other and further relief as Defendants may be entitled to in law or in equity.

Respectfully submitted,

BEHLMANN LAW FIRM, LP

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CERTIFICATE OF SERVICE

I certify that on January 15, 2015 a true and correct copy of Defendant's Original Answer was served by fax on Gayla C. Crain at 214-953-1332.

/s/ Richard A. Behlmann

Richard A. Behlmann

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